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use of the bridge, and the only notice he had of an intention to use the bridge by the party injured, who had been instructed to take a different route, was his statement that he intended to go over the bridge made to a servant of the owner who had no authority to authorize a disregard of his instruction or to consent for his master to the use of the bridge, but whose sole duty was to look after a lime kiln when in operation, and to keep an account of the loads of lime delivered, some of which the person injured was hauling.

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DOOLEY & BAYLESS V. CITY OF BRISTOL.—Decided at Richmond, January 14, 1904.—*Buchanan, J.*

1. MUNICIPAL CORPORATIONS—*License tax—Business, occupation or profession—Penalty.* A city ordinance imposing a fine on any person conducting a business, occupation or profession for the conduct of which a license is required, without first obtaining such license, has no application to a non-resident merchant whose place of business is without the state, and who keeps a team outside of the state which he uses upon the streets of the city in delivering goods to his customers, although a previous section of the same ordinance imposes a license tax for the privilege of running vehicles for conveying passengers or freight over the streets of the city. Such use of the streets is not a business, occupation or profession for which a license is required.

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HANCOCK V. WHITE HALL TOBACCO WAREHOUSE CO.—Decided at Richmond, January 14, 1904.—*Whittle, J.* Absent, *Buchanan, J.*

1. RES JUDICATA—*Entire contract—Several actions.* A demand arising from an entire contract cannot be divided and made the subject of several suits; and if several suits are brought for a breach of such a contract a judgment upon the merits in either will bar a recovery in the others.

2. ENTIRE CONTRACT—*Action thereon—Anticipatory breach—Damages.* A contract by a lessor to build and equip by a given date a warehouse which the lessee agrees to lease for a period of two years, with the privilege of extending the lease three years longer, is an entire contract, and the lessee can maintain but one action for the breach of the lessor's covenants to complete by a given time and equip in a specified manner. If this action be brought before the termination of the lease the lessee may recover therein not only the damages actually sustained down to the trial, but those to ensue thereafter if they are imminent and reasonably certain.

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HOUSE V. HOUSE.—Decided at Richmond, January 14, 1904.—*Buchanan, J.*

1. DIVORCE—*Evidence—Opinions.* In a suit for divorce on the ground of cruelty the opinions of witnesses based upon their knowledge of the character or reputation of the parties are not admissible in evidence. The witnesses should state the facts, and not their opinions, and let the court determine from the facts proved whether the fact in issue has been established.

2. *DIVORCE—Cruelty—Suit by husband.* A husband, as well as a wife, may maintain a suit for divorce on the ground of cruelty or reasonable apprehension of bodily harm, but in either case the charge should be clearly proved.

3. *DIVORCE—Alimony.* A wife who is more to blame than her husband for the unhappy manner in which they have lived, and who has provoked by her misconduct the mistreatment of which she complains, is not entitled to alimony.

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TOMPKINS, RECEIVER V. DEYERLE AND OTHERS.—Decided at Richmond, January 14, 1904.—*Buchanan, J. Cardwell and Harrison, JJ.*, dissenting.

1. *JUDICIAL SALES—Re-sales—Failure of commissioner to give bond—Clerk's certificate to advertisement.* The provisions of sec. 3398 of the Code, requiring commissioners to give bond before selling property under a decree of court, and to append the certificate of the clerk to the advertisement showing that the bond has been given, applies to all judicial sales, whether original or re-sales, and a purchaser who seeks to avail himself of the protection afforded by section 3399 of Code must show either that the commissioner to whom payments were made actually gave the bond required of him, or that the clerk's certificate that such bond had been given was appended to the advertisement. The commissioner is not authorized to collect the purchase money where another has been appointed for that purpose, though the purchaser is protected if the proper certificate of the clerk is appended to the advertisement of the sale, and he has no notice of the subsequent appointment of another.

2. *JUDICIAL SALES—Re-sale—Purchase by surety of first purchaser—Bond of commissioner—Clerk's certificate.* A purchaser of land at a re-sale made in a judicial proceeding is not entitled to credit for payments made to a commissioner who has failed to account for the same, where it appears that the commissioner was not required to give any bond as commissioner to re-sell, and he neither gave any such bond nor appended to the advertisement of re-sale the clerk's certificate that such bond was given. The fact that a bond was required of and given by the same commissioner before making the original sale, and that the surety of the purchaser at the original sale became the purchaser at the re-sale, cannot change the result. The re-sale, though a means of enforcing the collection of the balance due on the first sale, is not such a collection of the bonds given at the first sale as will be protected by the publication of the clerk's certificate annexed to the advertisement of the first sale.

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TENCH V. GRAY.—Decided at Richmond, January 14, 1904.—*Harrison, J.* Absent, *Buchanan, J.*

1. *MOTION FOR JUDGMENT FOR MONEY—Notice—Requisites—How time calculated.* A motion for a judgment for money under Code, section 3211, can only be made after fifteen days notice in writing, and where the notice